

AGREEMENT  
BETWEEN THE  
S00 LINE RAILROAD COMPANY  
(A wholly owned subsidiary of Canadian Pacific Railway)  
AND THE  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS

SUPERSEDES SCHEDULE OF MARCH 1, 1995

Effective Date: November 1, 2006

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SOO LINE RAILROAD COMPANY

AND THE

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

It is understood that this Agreement shall apply to those who perform the work specified herein in the Maintenance of Equipment Department and all other Departments of this Company wherein work covered by this Agreement is performed, except where covered by other Agreements on the effective date hereof.

RULE 1

Hours of Service

- a. Eight (8) hours of service shall constitute a day's work.
- b. A forty (40) hour week shall, under the provisions hereinafter set out, be the regular work week, except when a holiday occurs in an employee's regular work assignment.
- c. All employees coming under the provisions of this Agreement, except as otherwise provided in this schedule of rules or as may hereafter be legally established between the Carrier and the Employees, shall be paid on the hourly basis.

RULE 2

Establishment of Shorter Workweek

NOTE: The expressions "positions" and "work" refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the workweek of individual employees.

- a. General - The work week for all employees, subject to the exceptions contained in this Agreement, shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven, the workweeks may be staggered in accordance with Carrier's operational requirements; so far as practicable the days *off* shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this Agreement which follow:
- b. Five-Day Positions - On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

- c. Six-Day Positions - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- d. Seven-Day Positions - On positions which have been filled seven days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- e. Regular Relief Assignments
  - (1) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement.
  - (2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties, and work locations of the employee or employees whom they are relieving.
- f. Deviation From Monday-Friday Week - If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of this Agreement, Rule 2, Paragraph (b), and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance under this Agreement.
- g. Nonconsecutive Rest Days - The typical work week is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of the positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:
  - (1) All possible regular relief positions shall be established pursuant to Paragraph (e) of this rule.
  - (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
  - (3) (a) Where there are not to exceed two (2) employees of a craft employed, rest days may be accumulated by agreement between the carrier and the General Chairman and, when so agreed to, the

provisions of Paragraph (b), (c), or (d) below will govern the employees involved.

- (b) That where a job is a seven (7) day position , the regular employee holding same will be required to work seven (7) days per week for a period of twenty-five (25) consecutive days during which time he would accumulate a total of ten (10) rest days; that the regular employee would then be relieved by a relief employee, who in turn. would work ten (10) consecutive days and. in turn, accumulating four (4) rest days.
- (c) That where a job is a six (6) day position, the regular employee holding same will be required to work six (6) days per week for a period of six (6) weeks, during which time he would accumulate a total of six (6) rest days; that the regular employee would then be relieved by a relief employee who, in turn would work one (1) week, six (6) days each week, and in turn, accumulating one (1) rest day.

or

- (d) That where a job is a six (6) day position, the regular employee holding same will be required to work (6) days per week for a period of twelve (12) weeks, during which time he would accumulate a total of twelve (12) rest days; that the regular employee relief would then be relieved by a relief employee who, in turn, would work two (2) weeks, six (6) days each week, and, in turn, accumulating two (2) rest days.
  - (e) Where it has been agreed that rest days may be accumulated for any specified length of time, that in the event a relief employee is not furnished at the end of such designated period of time, then the regular employee shall be paid at the difference between straight time rate and time and one-half rate for the number of rest days accumulated during the agreed to period of time.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
  - (5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.
  - (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under this agreement, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

h. Rest Days of Furloughed or Unassigned Employees

To the extent furloughed or unassigned employees may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee, they will have as their days off the regular days off of that assignment.

i. Beginning of Workweek

The term "workweek" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and, for furloughed or unassigned employees, shall mean a period of seven (7) consecutive days starting with Monday.

j. Work on Unassigned Days

Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available furloughed or unassigned employee who will otherwise not have forty (40) hours of work that week, in all other cases by the regular employee.

RULE 3  
One Shift

- a. When one day shift is employed, the starting time shall be not earlier than seven (7) a.m. nor later than eight (8) a.m.
- b. At terminals where a night shift only is worked, working hours may be established to meet local conditions.
- c. The time and length of the meal period shall be not less than thirty (30) minutes nor more than one (1) hour.

RULE4  
TwoShifts

- a. Where two (2) shifts are employed, the starting time of the first shift shall be governed by Rule 3, and the second shift will start immediately following the close of the first shift or not later than ten (10) p.m.
- b. The time and length of the meal period shall be not less than thirty (30) minutes nor more than one (1) hour.

RULE 5  
Three Shifts

- a. Where three (3) shifts are employed, starting time of the first shift shall be not earlier than seven (7) a.m. nor later than eight (8) a.m., and the starting time of each of the other shifts shall be regulated accordingly at eight (8) hour intervals.
- b. The spread of each shift shall consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the limits of the fifth (5th) hour without loss of time.

RULE6  
Uniform Commencing and Quitting

- a. The time established for commencing and quitting work for all employees on each shift shall be the same at the respective points, but where three shifts are worked by running repair forces, and two shifts by back shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of back shop forces will be governed by the provisions of Rule 4.

Exception

It is agreed that three eight-hour shifts may be established under the provisions of Rule 5 for the employees necessary to the continuous operation of powerhouses, millwright gangs, heat treating plants, and train yard and engine house running repair and inspection forces without extending the provisions of Rule 5 to the balance of shop force.

- b. Where the schedule of trains interferes with the starting time an agreement may be entered into by Labor Relations and the General Chairman to meet the train service requirements.

## RULE 7

### Rest Days, Holidays, and Sunday Work

- a. Employees required to perform work on their rest days or on the following legal holidays (provided when any of the holidays fall on Sunday, the day observed by the nation or by proclamation, shall be considered the holiday) shall be paid for at the rate of time and one-half. Holiday time is considered all time worked on the shift commencing at or between 12:01 a.m. and 12:00 midnight of the holiday:

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve (the day before Christmas is observed)  
Christmas  
New Year's Eve

NOTE: The Holiday Agreement of August 21, 1954, as subsequently amended, is applicable to employees covered by this Agreement (See Appendix A).

- b. Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary, is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sunday will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.
- c. Service performed by a regular assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

## RULE 8

### Overtime Outside Bulletined Hours

- a. For service rendered immediately following and continuous with the regular work day hours, employees will be paid time and one-half on the actual minute basis

with a minimum of one hour at the time and one-half rate and will perform service as directed.

- b. Employees shall not be required to work more than two (2) hours after their regular assignment without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.
- c. Employees called or required to report for work and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.
- d. Employees called or required to report for work and reporting not continuous with the regular working period will be allowed a minimum of four (4) hours at the overtime rate and will perform service as directed.
- e. Employees will be allowed time and one-half on the minute basis for service performed continuously in advance of the regular working period with a minimum of one hour at the time and one-half rate and will perform service as directed. The advance period to be not more than one hour.
- f.
  - (1) All service beyond sixteen (16) hours, computed from the starting time of the employees' regular shift, shall be paid for at the rate of double time.
  - (2) If an employee is required to render service beyond twenty-four (24) hours computed from the starting time of his regular shift, double time payment will be continued.  
  
An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment.
  - (3) When employees have been relieved and they desire to work their regular work period, such period, if worked, will be paid for at straight time rates.
- g. Work in excess of forty (40) straight time hours in any workweek shall be paid for at one and one-half times the basic straight time rate except when moving from one assignment to another, or to or from a furloughed list, or where days are being accumulated under Rule 2. Paragraph (g) by action of the company, or as a result of bidding in a new assignment.
- h. There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, travel time, etc., be utilized for this purpose except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

- i. Service rendered by employees on assigned rest days shall be paid for under existing call rules unless relieving an employee assigned to such day, in which case they will be paid under existing rest day rules.

RULE 9  
Holiday Assignment

- a. Employees regularly assigned to work on holidays or those called to take the place of such employees will be allowed to complete the balance of the day unless released at their own request.
- b. Should the Carrier elect to reduce forces on the holiday, notice will be posted as much in advance of the holiday as circumstances permit, but not less than two (2) days before the start of their shift.

RULE 10  
Meal Period

- a. Employees required to work any part of the meal period will be allowed time therefor on the actual minute basis at the rate of time and one-half, and will be allowed necessary time to procure lunch (not to exceed thirty (30) minutes) without loss of time.
- b. This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

RULE 11  
Emergency Road Service

- a. An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when ordered for emergency road work away from such shop, engine house, repair track, or inspection point. will be paid from the time ordered to leave home station until his return for all time worked, in accordance with the practice at home station, and will be paid straight time rate for all time waiting or traveling.
- b. Employees who are at work at home stations or called on rest days or holidays and who are sent out on line will be allowed time and one-half for the regular assigned hours at home stations, whether working, waiting, or traveling.
- c. If, during the time on the road, an employee is relieved from duty and permitted to go to bed for five (5) or more hours between the hours of 10:00 p.m. and 6:00 a.m., or during his normal rest period, if employed on other than first shift, such release will not be paid for, provided that, in no case, shall he be paid for a total

of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at the home station.

- d. Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed. Employees will be called as nearly as possible one (1) hour before leaving time, and, on their return, will deliver tools at point designated. If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight time rates.
- e. Wrecking service employees will be paid under this rule, except that all time working, waiting, or traveling on rest days and holidays will be paid for at rate of time and one-half, and all time working, waiting, or traveling, on assigned work days after the recognized straight time hours at home station will also be paid for at rate of time and one-half.
- f.
  - (1) When used in the performance of service for the Carrier in connection with Shop Crafts' work, Carrier-owned trucks or cars will be driven by an employee of the craft whose work is to be performed; except if a truck is used from another department, it may be driven by the regular driver of that department.
  - (2) When employees use their own cars for traveling in the performance of service for the Carrier, they shall be compensated therefore at the highest mileage rate paid by management.

## RULE 12

### Distribution of Overtime

- a. When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.
- b. Record will be kept of overtime worked. Foremen and local committee will cooperate with a view of distributing overtime equally among employees.

## RULE 13

### Temporary Vacancies Away from Home Point

- a. Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent; straight time rates to be paid for straight time hours at station and for all other time, whether waiting or traveling. If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

- b. Employees who are at work at home stations or called on rest days or holidays and who are sent out on line will be allowed time and one-half for the regular assigned hours at home stations, whether working, waiting, or traveling.
- c. While at such outside point, they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed no less than eight (8) hours for each working day.
- d. Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed.
- e. On the return trip to the home point, straight time for waiting or traveling will be allowed to the time of arrival at the home point.

RULE 14  
Changing Shifts

- a. Employees changed from one shift to another will be paid overtime rates for the first shift on each change. Employees working two (2) shifts or more on a new shift shall be considered transferred.
- b. The provisions of this rule will not apply to reassignments made necessary as a result of increase or reduction in force or shifts in which case straight time rates will be paid when making the change except as provided for in Paragraph c of this rule.
- c. Assignments for regular relief positions, which include different starting times and different shifts, (but not consecutive shifts) will not be subject to the overtime provisions of Paragraph a of this rule.

RULE 15  
Changes in Rates

- a. When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but, if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.
- b. When an employee temporarily assigned to a position covered by this Agreement paying a higher rate than the position to which he is regularly assigned for less than four hours in one day will be paid the higher rate on an hourly basis with a minimum of one hour. An employee temporarily assigned for four hours or more in one day will be allowed the higher rate for the entire day.

RULE 16  
Bulletining Positions

- a. All new positions or vacancies except vacation vacancies, of more than thirty (30) calendar days duration will be promptly bulletined. Bulletins will be posted in places readily accessible to the employees affected thereby. Bulletins will be posted for not less than seven (7) calendar days (posting time to be indicated). Employees desiring to avail themselves of this rule will make application to the official in charge, and a copy of the application will be given to the local chairman. If bidding on more than one position, preference must be indicated.
- b. The successful senior applicant will be transferred to the new position within seven (7) days of the close of the bulletin or as soon thereafter as possible.
- c. An employee awarded a bulletined position cannot bid on the position vacated until such position has once been filled and is again vacant and bulletined.
- d. In the event no bids are received for bulletined position, such position may be filled by the assignment of the junior employee of the craft.
- e. Unless application is withdrawn before bulletin closes, an employee who has applied and is assigned must accept the position.
- f. New positions or vacancies of thirty (30) days or less will not be bulletined, however, the senior qualified employee who requests such position or vacancy will be used thereon. Such requests will be made within five (5) days after position is established or vacancy occurs.
- g. Employees will be given cooperation by the Carrier in qualifying for positions secured in the exercise of seniority. In event such employee is not disqualified within thirty (30) working days because of in competency, he shall be considered qualified for such position.

An employee failing to qualify within the prescribed time will take whatever position may be open in his craft. If no position is open he may only displace the junior employee.

NOTE: Machinist positions filled by up-graded employees are considered as open positions.

- h. An employee returning after leave of absence, vacation or sickness, may return to former position providing it has not been abolished or senior employee has not exercised displacement right thereon, or may upon return or within five (5) calendar days thereafter, exercise seniority rights on any position bulletined during such absence. In the event employee's former position has been abolished or senior employee has exercised displacement rights thereon, the returning employee will be governed by Schedule rules and will have the privilege of exercising seniority rights over junior employees, if such rights are

asserted within ten (10) calendar days after his return. Employees displaced by his return will be affected in the same manner.

RULE 17  
Promotion

- a. Mechanics in service will be considered for promotion to positions of foremen.
- b. An employee promoted to an official or supervisory position with the Carrier or an employee who accepts an official position with an organization party to this Agreement will retain and accumulate seniority while filling such a position in accordance with the following:
  - (1) All employees promoted subsequent to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by 1AM shall be required to maintain their 1AM membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
  - (2) Employees promoted prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by 1AM shall retain their current seniority but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
- c. An employee who is relieved from an official or supervisory position with the Carrier, or an employee who is relieved from an official position with an organization party to this Agreement may within 30 calendar days thereafter return to his former position, providing it has not been abolished or a senior employee has not exercised displacement rights thereon, or he may exercise his seniority rights over a junior employee assigned to a bulletined position during his absence, provided he is not in the meantime returned to his former position. In the event that an employee's former position has been abolished, or a senior employee has exercised displacement rights thereon, such an employee will be permitted to displace any junior employee regularly assigned at the point where promoted.
- d. An employee who voluntarily relieves himself from an official or supervisory position with the Carrier or from an official position with an organization party to this Agreement will only be permitted under this Agreement to accept a vacancy at his home point and will not be permitted to displace any journeyman mechanic.

## RULE 18

### Transfer - Other Point or Other Service

Employees transferred from one point to another, with a view of accepting a permanent transfer, will after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

## RULE 19

### Leave of Absence

- a. When the requirements of the service will permit, employees, on request, will be granted leave of absence not to exceed ninety (90) days, with privilege of renewal. An employee absent on leave who engages in other employment will lose his/her seniority, unless special provisions shall have been made therefore by the proper official and the General Chairman.
- b. Employees who enter training as engineers and trainpersons will be provided with a leave of absence during the required probationary or training period, and up to the establishment of seniority in train and engine services.

Accordingly, upon establishing seniority in the aforementioned class, the employee will thereby be required to declare in writing his/her intention to return to his/her former craft or remain in train service. Should the employee decide to remain in train service then all seniority acquired in the Machinist's class and craft will be forfeited.

If the employee in question fails to make written declaration of his/her intentions, then within fifteen (15) calendar days thereafter all Machinist craft seniority will be automatically terminated.

NOTE: Employees returning from leave of absence, see Rule 16h.

## RULE 20

### Absence from Work

- a. In case an employee is unavoidably kept from work, he/she must notify his/her foreman prior to assigned starting time. In an emergency or when it is not possible to notify the foreman prior to assigned starting time, the employee must notify his/her foreman as soon as possible.
- b. Permission to be absent from work for other causes must be obtained from foreman.

RULE 21  
Faithful Service

Employees who have given long and faithful service in the employ of the Carrier and who have become unable to handle heavy work to advantage, will be given preference for such light work in their line as they are able to handle.

RULE 22  
Attending Court

When attending court as witness for the Carrier, employees will receive pay for all time lost at home station, with minimum of eight (8) hours' time for each day, either at home station. away from home, or traveling, except that employees attending court on their rest days or holidays will be allowed a minimum of eight (8) hours at time and one-half rate. Actual expense will be allowed when away from home station, and necessary expense will be allowed when at home. When necessary, the Carrier will furnish transportation and will be entitled to certificate for witness fee in all cases.

RULE 23  
Paying Off

- a. Employees will be paid off during the regular working hours of their shift, semi-monthly, except where existing state laws provide a more desirable paying-off condition.
- b. Should the regular pay day fall on a holiday, Saturday or Sunday, or day when shops are closed down, employees will be paid on the preceding day.
- c. Where there is a shortage of equal to one (1) days' pay or more in the pay of an employee, a time check will be issued to cover the shortage, if requested.
- d. Employees leaving the service of the Carrier will be furnished with a time check covering all time due, within twenty-four (24) hours at points where time checks are issued and sixty (60) hours at other points, or earlier when possible. (Sundays and holidays excepted).

RULE 24  
Reduction and Restoration of Hours and Forces

- a. When it becomes necessary to reduce expenses, or to lay off employees for any reason, at any point or in any department, seniority as per Rule 27 shall govern; the employees affected to take the rate of the job to which they are assigned.

- b. Five (5) workdays' notice will be given employees affected before the abolishment of a position or a reduction in force is made, except as provided in Paragraphs i and j.
- c. Force reduction notices in triplicate will be furnished the employees affected which will provide a space for the furloughed employee to show his current address which will be filled out and returned to the Carrier, with copy to the local committee.
- d. Employees laid off in reduction of force, changing their address, must file their name and correct address **with** their foreman and local committee.
- e.
  - (1) In the restoration of forces, seniority as per Rule 27 will govern. Employees restored to service shall be returned to their former positions if possible. Certified letter to the employee at his last known address will constitute proper notice. Employees failing to return to the service within 10 days after date of notice, unless an extension has been granted, will forfeit all seniority.
  - (2) In the application of the above paragraph, employees notified to return to service may, when such positions are temporary, waive their rights to return to service without loss of seniority when junior employees are available.
- f. In the reduction and restoration of forces, the ratio of apprentices remaining in service shall not exceed the ratio provided for in Rule 33.
- g. In the reduction and restoration of forces, the local committee will be furnished a list of the employees to be affected.
- h. The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping," will be permitted only when existing assignments are cancelled, in which case the employees affected may, within five (5) days, displace any employee their junior whose position they are qualified to fill. For the purpose of this rule, Rule 16 will apply with respect to qualifying.
- i. Advance notice is not required before positions are temporarily abolished or forces temporarily reduced where a suspension of the Carrier's operation in whole or in part is due to a labor dispute between the Carrier and any of its employees.
- j. Advance notice is not required before temporarily abolishing positions or making temporary force reduction under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or labor dispute other than as covered by Paragraph i, provided such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that

notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rates for his position. Employees worked any portion of the day under such conditions up to a total of four hours, a minimum of four hours shall be allowed; if worked in excess of four hours, actual time worked shall be allowed.

#### RULE 25

##### Temporary Transfer of Furloughed Employees

- a. While forces are reduced, if employees are needed at other points, furloughed employees will be given preference to transfer, with privilege of returning to home station when force is increased, such transfers to be made without expense to the Company, seniority to govern.
- b. Failure to return to home point within fifteen (15) days after being notified, unless an extension has been granted, such transferred employees shall forfeit seniority at home point; returning to home point they shall forfeit seniority at point to which transferred.
- c. Employees laid off in reduction of forces desiring to avail themselves of this rule shall notify the Personnel Department in writing and furnish a copy to their local committee.

#### RULE 26

##### Time Allowance When Shops Are Closed

Employees required to work when shops are closed, due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

#### RULE 27

##### Seniority

- a. Seniority of mechanics, helpers and apprentices covered by this Agreement shall be confined to the point employed and begins at the time the employees pay starts at the point employed. The seniority lists will be open to inspection and copy will be furnished the local committee and General Chairman.

NOTE: When two or more employees begin service at the same time and on the same date, their positions on the seniority roster will be determined by their attained ages in descending order and, if this fails, alphabetical order.

- b. The seniority lists will be prepared from the Company's record on January 1st of each year and will be posted and open to protest for a period of sixty (60) days.

Protests of seniority dates for correction will be confined to names added since posting of previous annual rosters, except to correct typographical errors.

- c. The seniority of any employee whose seniority is established after January 2, 1988 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

## RULE 28 Assignment of Work

- a. None but machinists or machinists' apprentices regularly employed as such shall do machinists' work as per Rule 45 except foremen at points where no machinists are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts. If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman.
- b. This rule does not prohibit foremen in the exercise of their duties to perform work.
- c. At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute, the Carrier may proceed with or continue its designation. (Article IV, September 25, 1964 Agreement)
- d. Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include

simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

#### RULE 29 Temporary Promotion

- a. An employee assigned temporarily to fill a foreman's position will assume the hours of service and rate of pay applying to such position. Daily rate to be the applicable daily relief foreman's rate of pay.
- b. An employee returning from temporary service as a foreman shall not be permitted to work under the Machinists' Agreement:
  - (1) on the same calendar day as scheduled to or has already performed work as a foreman;
  - (2) on the rest days of such position if scheduled to work as a foreman immediately following such rest days;

unless there are no other machinists available to fill the position on the respective shift.

#### RULE 30 Claims and Grievances

- a. All claims and grievances must be presented in writing by or on behalf of the employee involved. to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the Carrier shall. within 60

days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

- b. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any time of the handling of a claim or grievance on this property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.
- c. The requirements outlined in paragraph a and b, pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred, unless within nine months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or system, group or regional Board of Adjustment that has been agreed to by the parties hereto as provided in Section 3, Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine months period herein referred to.
- d. A claim may be filed at any time for an alleged continuing violation of any Agreement and all rights of the Claimant or Claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- e. This rule recognizes the right of the Organization to file and prosecute claims and grievances for and on behalf of the employees they represent.
- f. This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims and grievances, providing such action is instituted within nine months of the date of the decision of the highest designated officer of the Carrier.

- g. This rule shall not apply to requests for leniency.
- h. Conference between local officials and local committees are to be held during regular working hours without loss of time to committeemen. Local supervisors will excuse local committeemen from duty to attend conferences with local officials under this rule.
- i. Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

RULE 31  
Discipline

- a. An employee in service under this Agreement for sixty (60) days or more will not be disciplined or dismissed without a fair and impartial hearing by a designated officer of the Carrier. Suspension in proper cases pending a hearing, which shall be held within ten (10) days from the date withheld from service shall not be deemed a violation of this rule. At least five (5) days' advance written notice prior to the hearing, such employee will be apprised of the precise charge against him in order that the employee may arrange for representation by the duly authorized representative and the opportunity to secure the presence of necessary witnesses.
- b. A decision will be rendered within thirty (30) days following the hearing and written notice of discipline will be given the employee, with copies to the Organization's local representative.
- c. The employee and his duly authorized representative shall be furnished a copy of the official transcript of the hearing within ten (10) days of the date discipline is administered. The employee and his duly authorized representative will not be denied the right to take a tape recording of the hearing; however, the hearing will not be delayed in any manner because of his right to use such equipment.
- d. An employee and his duly authorized representative may request to **waive** a hearing in which such employee is under investigation. If the designated Carrier officer agrees to grant the request, the employee will be advised of the discipline to be assessed prior to being required to sign the request for waiver of formal investigation form. (Waiver form follows)
  - (1) The investigation will not be waived unless the form is signed by the employee under investigation, his duly authorized representative, and the designated Carrier officer.
  - (2) This procedure is entirely voluntary on the part of the employee under charge and his duly authorized representative.

- (3) If waiver is not granted, the request shall not be referred to nor cited by either party during subsequent handling.
  - (4) If signed, a copy of the executed form will be furnished the employee under charge and his duly authorized representative.
  - (5) The discipline agreed to and assessed in connection with this provision is not subject to appeal by the employee or his duly authorized representative.
- e. Postponement of investigation for a reasonable length of time will be granted for good and sufficient cause upon the request of the cited employee, his representative, or an officer of the Carrier.
  - f. If the hearing is not held or decision not rendered within the time limit specified herein, and such time limits are not extended or postponed by agreement, the charges against the employee shall be considered as being dismissed and removed from his record. In addition, employee shall be made whole with respect to all contractual rights and all time lost. Apprentices who are compensated under this provision will have such days counted toward qualifying as a mechanic.
  - g. One member of the local committee or a duly authorized representative, may absent himself from work during regular working hours, without loss of earnings, for the purpose of representing an employee at an investigation.
  - h. Should any employee subject to this Agreement believe he has been unjustly dealt with, or any provision of this rule has been violated, the case shall be appealed through a two-step procedure, including the highest designated officer of the Carrier, by the duly authorized local committee and/or their representative under Rule 30.
  - i. If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from his record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him resulting from such discipline or suspension, less any amount earned during the period of discipline, and will be granted all other benefits of the Agreement that would have been enjoyed had the employee not been dismissed from service.

REQUEST FOR WAIVER OF FORMAL INVESTIGATION

\_\_\_\_\_ 2\_0 \_

Mr. \_\_\_\_\_  
Carrier Officer

\_\_\_\_\_  
Location

Dear Sir:

I hereby confirm my verbal request that formal investigation or hearing be waived on the following charge for which I have been instructed to appear for investigation:

I understand and agree to and accept assessment of the following to be placed on my personal record: (Show discipline assessed or if none, mark "none".)

APPROVED

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Employee under charge

Request Granted:

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Carrier Officer

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RULE 32  
Committee

The Carrier will not discriminate against committeemen who, from time to time, represent other employees and will grant them leave of absence when delegated to represent other employees.

RULE 33  
Apprentices

- a. Apprentice positions may be established where an anticipated need for machinists will exist. Ratio of apprentices not to exceed one to five machinists.
- b. Applicants for apprenticeship, if accepted, shall serve six (6) periods of 122 work days each for a total of 732 work days.

Rates of pay for apprentices under this program shall be as follows:

1st Period - 70% of Machinist's Rate  
2nd Period - 75% of Machinist's Rate  
3rd Period - 80% of Machinist's Rate  
4th Period - 85% of Machinist's Rate  
5th Period - 90% of Machinist's Rate  
6th Period - 95% of Machinist's Rate

- c. Each apprentice will receive related instruction on the technical theory related to the machinist trade, the cost of which shall be paid by the Company. Related instruction may be given in classrooms *or* through correspondence lessons *or* a combination of both with a minimum of 216 hours related instruction.
- d. All individuals entered in the training program will, when instructed, report to designated training location for periods of classroom and/or training shop instruction.
- e. Employees instructed to be away from their home point for these training purposes will be reimbursed for actual necessary expenses.
- f. Employees presently in service may be allowed to enroll in the apprentice program with the understanding that those classified as machinist helpers will be given first consideration for such positions. Notice will be posted on the shop bulletin boards advising of opening in the Machinists Apprentice Program and instructing interested employees to inquire at the supervisor's office for details regarding the program.

Machinist Helpers entering the apprentice program will retain and continue to accumulate seniority as helpers. Employees of the craft so enrolling will not have their current rate of pay reduced while in the machinist apprentice program.

- g. Apprentices will receive training and on-the-job experience in their trade sufficient to enable them to perform their duties in an efficient and professional manner, in accordance with a detailed program to be prepared and furnished to the General Chairman from time to time by the supervisor, and the response of the General Chairman will be given consideration with the **view** of upgrading the training programs. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point, the training schedules will vary accordingly in order to properly train the apprentice for the work he is most likely to be required to perform as a mechanic.

Training records *for* apprentices will be kept and will be subject to periodic review in order to insure the adequacy of the apprentices work experience and training.

In the event an apprentice is not making satisfactory progress, the Carrier's representative and the Local Chairman shall attempt to ascertain the cause and institute appropriate remedial *action*.

If, within the first half of service as an apprentice, such apprentice does not show satisfactory progress or aptitude in learning the trade, the employee shall not be retained as an apprentice. This language is not intended to preclude the application of Rule 31.

- h. Upon completion of the apprenticeship training program the apprentice will forfeit apprentice seniority and will be placed on the machinists' roster with a date three (3) years prior to the date following completion of training.
- i. Nothing herein shall be construed to guarantee to apprentices a position as machinist upon completion of apprenticeship, unless journeymen seniority is senior to the seniority of a journeyman hired subsequent to the apprentice starting date, and it does not preclude the hiring of machinists.
- j. The work day and the work week for apprentices shall be as set forth in the Schedule Agreement.

Apprentices will be assigned to work on the first shift except that by agreement between the Carrier and the General Chairman, apprentices may also be assigned to work on either the second or third shifts.

- k. Apprentices shall work with and be under the direction of a machinist at all times. (This is not to be construed as meaning the apprentice is restricted from working by himself.) Two apprentices shall not be assigned to work together as partners.
- l. Apprentices will not be allowed to work overtime or holidays unless all available machinist on the overtime call lists have been called. Overtime worked by apprentices will not be credited towards apprentice training period.
- m. Apprentices' work shall consist of the work as defined in Rule 45.

FORM OF INDENTURE

Where applicable, the following will be furnished by the Carrier, in duplicate.

FORM OF INDENTURE

This will certify that \_\_\_\_\_ was employed as a Machinist  
Apprentice by the Soo Line Railroad Company at \_\_\_\_\_ on  
\_\_\_\_\_, 20• to serve a minimum of six (6) periods of 122 work days of  
service each.

\_\_\_\_\_  
Title of Officer in Charge

CERTIFICATE OF APPRENTICESHIP

This will certify that on \_ \_ \_ \_ \_ , 20\_\_ , \_ \_ \_ \_ \_  
completed the Soo Line Railroad course of machinist apprenticeship and is entitled to  
the rates of pay and conditions of service of Machinist.

\_\_\_\_\_  
Title of Officer in Charge

RULE 34  
Application of Employment

- a. An applicant for employment will be required to fill out the Carrier's application form, showing address of relatives, names and addresses of employer by whom employed past two years, and give proper references as to previous experience and ability to perform the work for which application is made. Employment shall be considered temporary until application has been approved by Medical and Employment Departments.
- b. If not notified to the contrary within sixty (60) days after applicant begins work, application will be considered as having been approved, unless it is later found that false information was given, in which event applicant will not be dismissed without an investigation, if so requested.

RULE 35  
Sanitation

- a. Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and washrooms will be kept in a clean, dry, and sanitary condition, and employees will cooperate to that end.
- b. Shops, locker rooms, and washrooms will be lighted and heated in the best manner possible consistent with source of heat and lights available at the point in question.

RULE 36  
Injuries

Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Copy of the completed Accident Report will be furnished the employee upon his request. Proper medical attention will be given at the earliest possible moment, and when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

RULE 37  
Notices

- a. A place will be provided inside all shops and roundhouses and in car yards where proper notices of interest to employees may be posted.

- b. The posting of advertisements, political notices, newspaper clippings, etc., is strictly prohibited.

RULE 38  
Protection

- a. Employees will not be required to work on engines outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines set out for or attached to trains.
- b. When it is necessary to make repairs to engines and other machinery, such parts shall be cleaned before mechanics are required to work on same.
- c. Reasonable protection against sand blast, paint blowers, and acetylene or electric welding or cutting will be afforded.
- d. Mechanics and apprentices performing oxyacetylene, thermit, or electric welding or cutting will be supplied with necessary safety equipment.
- e. Emery wheels and grindstones will be kept true and in a safe condition.
- f. No employee will be required to work under a locomotive without being protected by proper signals. Where the nature of the work to be done requires it, locomotives will be placed over a pit, if available.
- g. All engines will be placed under smoke jacks in roundhouses where practicable, when being fired up.

RULE 39  
Checking In and Out

Employees who are required to check in and out and make out Time Slips on their own time, will be allowed one (1) minute for each hour actually worked.

RULE 40  
Personal Leave

- a. A maximum of two (2) days of personal leave will be provided on the following basis:
  - (1) Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent years;

- (2) Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two (2) days of personal in subsequent calendar years.
- b. Personal leave days provided in a. above, may be taken upon 48 hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days, except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
  - c. Personal leave days will be paid for at the regular rate of the employee's position, or the protected rate, whichever is higher.
  - d. The personal leave days provided in a. above, shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the Agreement.
  - e. The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

NOTE: See Appendix N

#### RULE 41 Bereavement Leave

Bereavement leave, not in excess of three (3) calendar days following the date of death, will be allowed in case of death of an employee's brother, sister, parent, child, grandchild, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

NOTE: See Appendix M

RULE 42  
Jury Duty

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury services for each such day, excepting allowances paid by the Court for meals, lodging, or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the Carrier with a statement from the Court of jury allowances paid and the days on which the jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service on account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days which jury duty:
  - (a) ends within four hours of the start of his assignment; or
  - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 43  
Employee Information

The Carrier will provide the General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security numbers, otherwise the employees' identification numbers. This information will be limited to the employees covered by this Agreement. The data will be supplied within 30 days of the end of the month in which the employee is hired or terminated, except when the railroad cannot meet the 30-day requirement, the matter will be worked out with the General Chairman

RULE 44  
Qualifications

Anyone who has served an apprenticeship or has had four (4) years' experience at the machinists' trade and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do so either sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

RULE 45  
Classification of Work

Machinists' work shall consist of:

- a. Operating machinery, equipment and tools used in turning, boring, drilling, including plain, ratchet, radial and other skilled drilling; tapping, shaping, polishing, milling, slotting, grinding and laying out of all metals or other materials; fitting, inspecting, adjusting, repairing, building, assembling, aligning, dismantling, and maintaining (including removing, repairing, and applying) mechanical equipment or components of:
  - (1) Steam, electric, diesel-electric, gas and diesel hydraulic locomotives; self-propelled wrecker cranes, cars, cabooses, outfit cars and self-propelled univans;
  - (2) Roadway machinery and equipment used in the Maintenance of Way Department;
  - (3) Generator plants and power houses, shop cranes, internal combustion engines, turbines, mechanical drive mechanisms, blowers, superchargers, turbo-chargers, steam generators, traction motors, energy reactors, pumps, jacks, hoists, elevators, cranes, car retarder mechanisms, locomotive air brake systems and hydraulic brake systems, fuel injectorsystems, automatic train control systems on locomotives, air motors, steam engines, gas engines, diesel engines, rubber-tired platform equipment, pneumatic tools, mechanical tools, hydraulic tools, electrically operated tools, synthetic devices, internal drive systems, combustion engines, turbines used to drive electric generating units or to provide power or propulsion for any purpose; refrigeration compressors, air conditioning compressors and blowers; turntables, transfer tables, drop tables and other machinery.
  - (4) Rail plants, tie plants and reclamation shops, including the machining of switch points.

- (5) Equipment, components and appurtenances such as, but not limited to, pinions, belt sheaves, mechanical couplings, shafting, governors, fuel pumps and motors, bells, horns, fans, fan drives, windshield wipers and motors, traction motors, generators auxiliary generators, axle-driven generators, locomotive draft gears and couplers; foot and running boards.
- b. Tool and die making, machine grinding, jig making, and metal pattern making for castings.
- c. Machining by any process, pressing, repairing, removing, and applying wheels, axles and bearings.
- d. Applying and removing equipment, components and appurtenances such as blower motors, cooling fan motors, grab irons, railings, pilots, pilot beams, headlights, guards, exhaust systems and manifolds.
- e. Fastening metals together by any method such as, but not limited to, welding, fusing, brazing, metalizing, banding, and cutting of metals with such processes as oxyacetylene, electric, thermit, heli-arc, tig, or any other process, on work that is machinists' work.
- f. Repairing all roadway equipment in the Roadway Equipment Shops, including removing, repairing, fabricating, and applying all components, except when components are made at or sent to other shops.
- g. Repairing and maintaining automotive equipment.
- h. Removing replacing, grinding bolting, and breaking of joints on super heaters.
- i. Repairing hydraulic locks and door checks when removed from cars.
- j. Operating locomotives for servicing or repairs when hostlers are not on duty.
- k. Operating all tools and machines used in Magna Fluxing, bearing inspections, sand blasting, governor testing, and load testing in the performance of their work.
- l. Dismantling and scrapping of locomotives and machinery for reclamation.
- m. Operating mobile cranes, pendant cranes, shop vehicles, highway vehicles and all other machinery used in the performance of machinists' work.
- n. All other work generally recognized as such.

It is the intent and purpose of this Rule to identify and preserve work performed by machinists which has been acquired by Agreement or practice, and it will not expand or extend jurisdiction where the work is performed by employees of another craft as of the effective date of this Agreement.

Work generally recognized as machinists' work omitted from this Rule does not remove it from the jurisdiction of the machinists' craft.

RULE 46  
Machinist Helpers

Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring, or turning head or milling apparatus, wheel presses (on car, engine truck, and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; attending tool room, machinery oiling, locomotive oiling, box packing, alemite and grease cup filling, assisting in dismantling locomotives and engines, applying all couplings between engine and tender; locomotive tender and draft rigging work, except when performed by carmen, and all other work generally recognized as helpers' work.

RULE 47  
Work at Wrecks and Derailments

In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wrecking foreman.

RULE 48  
Differentials for Machinists and Machinist Helpers

- a. At points where there are ordinarily fifteen (15) or more engines tested and inspected each month, and machinists are required to swear to federal reports covering such inspection of machinists' work, a machinist will be assigned to handle this work in connection with the machinists' work and will be allowed twenty cents (\$.20) per hour above the machinists' minimum rate at the point employed.
- b. At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to federal reports covering such inspection of machinists' work, they will be paid twenty (\$.20) cents per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made, as per the second paragraph of Rule 15.
- c. Employees assigned as lead machinists in charge of other employees will receive twenty-one cents (\$.21) per hour above the highest rate paid machinists under their supervision.
- d. Autogenous welders shall receive twenty cents (\$.20) per hour above the minimum rate paid machinists at the point employed.

NOTE 1: See Appendix 0

RULE 49  
Upgrading

- a. The purpose of this rule is to enable the Carrier to fill vacancies and new positions of Machinists by advancing Apprentices and Helpers to such positions in accordance with the terms of this rule when Machinists who have acquired seniority as such are not available and qualified Machinists are not available for hire.
- b.
  - (1) Furloughed Machinists on the Railroad shall be given an opportunity to fill vacancies and new positions of Machinists. At the time the vacancy or new position is bulletined, a copy of the bulletin will be mailed to each Machinist when furloughed at their last recorded address. The senior qualified furloughed Machinist bidding for the position or vacancy in accordance with the provisions of Rule 16 will be assigned thereto if no application therefore is received from a Machinist who has acquired seniority at the point where the position or vacancy is bulletined.
  - (2) If a furloughed Machinist is assigned to the position and maintains a home at a point outside the normal "commuting distance" from the town or city in which the position to which assigned is located and desires to move to that town or city, the Carrier will reimburse the employee for the expense incurred in moving household goods and personal effects. The Carrier will determine the means of transportation. No claim for such expenses will be allowed unless incurred within sixty (60) days from date of assignment to the position, and such obligation upon the Carrier shall be limited to one such move within a calendar year.
  - (3) If the furloughed Machinist assigned to the position is to be delayed in taking the assignment, the position may, during that period of delay, be filled by an advanced Apprentice or an advanced Helper in accordance with the provisions of this rule. However, the furloughed Machinist must occupy the position not later than thirty (30) days from the date assigned or forfeit rights thereto.
- c.
  - (1) If no furloughed Machinist transfers to the vacancy, Apprentices who have completed three hundred and sixty-six (366) days of their training may be advanced next. If further Machinists are needed, this will be handled between the Management and General Chairman.
  - (2) If additional Machinists are needed after the advancement of all Apprentices, pursuant to c (1) hereof, Machinist Helpers who have acquired two or more years of seniority as such at the point where the additional Machinists are required, may be advanced to position of Machinist on the basis of seniority and ability, ability being sufficient,

seniority to govern. If additional Machinists are needed, this will be handled between the Management and General Chairman.

- (3) Advancement of Apprentices and Helpers will be with the written approval of the General Chairman.
- d. Apprentices and Helpers advanced to positions of Machinists shall be given reasonable opportunity to acquire the skill and knowledge needed to qualify them as skilled Machinists. Any problem arising in connection therewith shall be considered by the Local Chairman and Local Supervisors.
  - e. The Local Chairman will be furnished, in writing, the names of any Apprentices or Helpers who are advanced under the provisions of this rule as well as the position to which such employees are assigned to fill.
  - f. Employees advanced under the provisions of this rule will be governed by this Agreement, except as otherwise herein provided for, and will be paid not less than the minimum Machinist's rate.
  - g. If within ninety (90) calendar days after being advanced to a position of Machinist pursuant to paragraph c. hereof, a Machinist Apprentice or a Machinist Helper fails to show satisfactory progress or aptitude in learning the trade, such employee may be removed from the position of Machinist by the Carrier without an investigation. An employee so removed from a position of Machinist will return to a position of Machinist Apprentice or a position of Machinist Helper, as the case may be within ten (10) calendar days after being removed from the position of Machinist, on the basis of seniority, except that such employee who has been in the service of the Carrier sixty (60) calendar days or less may have their application for employment disapproved in accordance with Rule 34. An employee who fails to exercise seniority within ten (10) calendar days after being removed from the position of Machinist will forfeit all seniority. An employee removed from a position of Machinist who retains seniority will thereafter not be eligible for advancement to a position of Machinist until after the expiration of one hundred and eighty (180) calendar days following the date of removal from the position of Machinist.
  - h. Apprentices advanced in accordance with this rule will retain and continue to accumulate seniority rights in their respective classes, but will not establish a seniority date as a Machinist, except that the Apprentice will be credited on their Apprenticeship with the time worked as Machinist.
  - i. Helpers advanced in accordance with this Rule will retain their seniority as Helpers until they have completed nine hundred and seventy-six (976) days of service as a Machinist excluding any and all overtime service. Upon completion of 976 days of service as a Machinist, all seniority acquired as a Helper will be forfeited ands/he will be placed on the machinists' roster with a date four (4) years prior to the date following completion of this period, but not earlier than the date upgraded.

Helpers receiving the same dating after completing the 976 day period, will rank in the same order in which the upgrading program was completed. If ranking by program completion doesn't work because employees complete at same time, set up date will be used.

- j. When qualified Machinists are available for hire, they will be employed, displacing first the set-up Helper and then the set-up Apprentices in the reverse order of their advancement.
- k. In the event of any reduction in force, advanced Apprentices and advanced Helpers will revert to their former status before there is any reduction of Machinist.
- l. Except as provided in Paragraph b. hereof, Apprentices and Helpers will not be advanced to positions of Machinists to fill vacancies or new positions of less than sixty (60) calendar days duration.
- m. Apprentices and Helpers advanced to positions of Machinists may thereafter apply for bulletined positions of Machinists, and in the event there are no applicants who have acquired seniority as Machinists applying for such positions, Apprentices and Helpers applying for such positions will be assigned thereto, their advancement date to govern.

#### RULE 50 National Agreements

The parties recognize the application of National Agreements to which they are signatory through authorized committees, amendments thereto, and interpretations thereof, except as such Agreements have been specifically modified herein. Selected articles of National Agreements are included for easy reference; omission of articles of National Agreements cannot be construed as their having been abrogated

#### RULE 51 Rates of Pay

Rates of pay are to be posted on the shop bulletin board and the General Chairman furnished a copy of the "rates of pay" sheets following each general and cost of living adjustment.

NOTE: See Appendix F

RULE 52  
Vacation Agreement

Vacations with pay will be granted to employees covered by this Agreement under and in accordance with the terms and provisions of the Vacation Agreement of December 17, 1941, as amended.

NOTE: See Appendix B

RULE 53  
Agreement - Furnishing Copies

- a. The Carrier will have printed in book form copies of this Agreement, including selected articles of National Agreements, and furnish a copy to each employee affected, upon request. New employees will, on request, be provided a copy thereof upon completion of their probationary period.
- b. Whenever used in this Agreement, the terms or suffixes "man or men" are used in the generic sense and include both male and female employees

RULE 54  
Employee Benefit Information

Employee Benefit Information will be provided to employees at the time of hire. Employees will be notified in a timely fashion of changes made to the Employee Benefit Programs.

NOTE: See Appendix H

RULE 55  
Revision of Agreement

- a. The foregoing rules, effective March 1, 1995, constitute in their entirety the Agreement between the Soo Line Railroad Company and the International Association of Machinists and Aerospace Workers and supersedes prior Agreements between the parties and no portion thereof will be amended, revised, nor annulled except by mutual agreement between the Vice President, Labor Relations for the Soo Line and the General Chairman representing the IAM&AW, or by the serving of 30 days' written notice by either party to the other and handling in accordance with the provisions of the Railway Labor Act, as amended.
- b. Interpretations of the provisions of this Agreement can only be made by agreement between the Soo Line Railroad and the General Chairman, or in

accordance with the provisions of the Railway Labor Act, as amended. Any disputes to the interpretations of the provisions of this Agreement will be handled in accordance with the provisions of the Railway Labor Act, as amended.

For the:  
INTERNATIONALASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS

For the:  
SOO LINE RAILROAD COMPANY

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Joe R. Duncan  
President/Directing General Chairman

---

Cathryn S. Frankenberg  
AVP Labor Relations & Human  
Resources - US

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Dell R. Babcock  
General Chairman

## APPENDIX A

### NONOPERATING (SHOP CRAFTS) NATIONAL HOLIDAY PROVISIONS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in National Agreements.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

1. (a) Subject to the qualifying requirements contained in Section 3 hereof, and the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:
  - New Years' Day
  - Presidents Day
  - Good Friday
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve (the day before Christmas is observed)
  - Christmas
  - New Years' Eve
- (b) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (c) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (d) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (c) above provided (1) compensation for service paid him by the Carrier is credited to 11 or more

of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application.

{2) Not applicable

(3) (a) A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

(b) Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- i. Compensation for service paid by the Carrier is credited; or
- ii. Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call pursuant to the rules of the applicable agreement, for service.

(c) For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

NOTE: Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

{d) An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the

"workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

- (e) An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

4. Not applicable.

- 5. (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.
- (b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.
- (c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

- (d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

6. Not applicable.

- 7. When any of the eleven (11) recognized holidays enumerated in Section 1(a) hereof, or any day which by agreement or by law or proclamation of the State or Nation has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

## APPENDIX B

### NONOPERATING (SHOP CRAFTS) NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement, and amendments thereto provided in the National Agreements.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the Calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.
- {d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive,

151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

- (e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five workweeks.
- (g) Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing Carrier.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to service of the employing Carrier.
- U) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated

service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.
  - (l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.
2. This Article is not applicable.
  3. An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas and New Years' Eve) or any days which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.
  4. (a) Vacations may be taken from January 1st to December 31st, and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of the Organization and the representatives of the Carrier will cooperate in assigning vacation dates.

- (b) The management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of the Organization and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

- 5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If the Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

Such an employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

- 6. The Carrier will provide vacation relief workers but the vacation system will not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation. the Carrier shall not be required to provide such relief worker.
- 7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:
  - (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.
  - (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
  - (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
  - (e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.
8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.
9. Vacations shall not be accumulated or carried over from one vacation year to another.
10. (a) An employee designated to fill an assignment of another employee on vacation will be paid at the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- (b) Where work of vacationing employee is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent (25%) of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a large distribution of the work load is agreed to by the proper local union committee or official.
- (c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.
12.
  - (a) Except as otherwise provided in this agreement, the Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with the existing regular relief rules.
  - (b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
  - (c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.
13. The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.
14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carriers' Conference Committee signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1973 or in any subsequent year) by any Carrier or Organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said Agreement and the interpretations thereof and the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942; July 20, 1942, and July 18, 1945, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which define such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Section 1 and 2 hereof.

## APPENDIX C

### SPLIT VACATION AGREEMENT

#### IT IS AGREED:

The intent of the following provision is to enable an employee to utilize vacation days for personal reasons. The purpose is not to extend a holiday period by reason of vacation days; for this reason a vacation day on a working day preceding and subsequent to a holiday will not be granted.

The following provision is for the purpose of providing machinery under which a week of vacation may be split into days and does not constitute an amendment to the Vacation Agreement:

Employees who are eligible for one (1) week of vacation, may elect at the time vacations are scheduled, to split their week of vacation on the basis of one or more days at a time.

Any employee who is eligible for two (2) weeks of vacation or more may elect at the time vacations are scheduled to split one (1) or two (2) weeks of vacation on a one day at a time basis. (Employees who are scheduled to take group vacations may split only vacation which exceeds the length of the group vacation.)

Such vacations must be lined up with the employee's Supervisor one week in advance and scheduled consistent with the requirements of service; consideration to be given to emergencies. Carrier shall have the right to defer such vacations for emergencies and other compelling circumstances. Vacation will be granted only when the vacancy can be filled at the straight time rates and without any penalty to the Carrier.

During the last week of September, unless otherwise agreed, the local management and local committee will meet to set the dates of vacation for those who have not already taken their split vacation days.

Employees electing to split vacation on a one day at a time basis at the time vacations are scheduled may elect to take one week in no less than 4 hour increments to tend to personal business. Vacation time taken to tend to personal business in no less than 4 hour increments may be taken with as much advance notice as possible but no less than 48 hours in advance of the employee's assigned start time, to the proper Company officer and will be allowed consistent with the needs of the operation.

This Agreement does not modify or in any manner affect Schedule rules or agreements, except as specifically provided herein and continue in effect until cancelled by either party upon 15 days' written notice to the highest designated representative of the other party.

## APPENDIX D

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964, National Agreement as supplemented and/or amended.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

IT IS AGREED:

### ARTICLE I - EMPLOYEE PROTECTION

#### Section 1

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the Carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the Carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the Carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

#### Section 2

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of the following changes in the operations of this individual Carrier:

- (a) Transfer of Work;
- (b) Abandonment, discontinuance for 6 months or more, or consolidation of facilities or service or portions thereof;

- (c) Contracting out of work;
- (d) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- (e) Voluntary or involuntary discontinuance of contracts;
- (f) Technological changes; and
- (g) Trade-in or repurchase of equipment or unit exchange.

### Section 3

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a Carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the Carrier.

### Section 4

The Carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operation for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

### Section 5

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with

respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6(a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

- (b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.
- (c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

## Section 6

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (d) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordinated allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

<u>Length of Service</u>	<u>Period of Payment</u>
1 yr. and less than 2 yrs.	6 months
2 yrs. and less than 3 yrs.	12 months
3 yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as a result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation,

or

2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement or pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call and return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation
3. Death
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

## Section 7

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

Length of Service	Separation Allowance
1 yr. and less than 2 yrs.	3 months' pay
2 yrs. and less than 3 yrs.	6 months' pay
3 yrs. and less than 5 yrs.	9 months' pay
5 yrs. and less than 10 yrs.	12 months' pay
10 yrs. and less than 15 yrs.	12 months' pay
15 yrs. and over	12 months' pay

In the case of employees with less than one year's service. five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- (a) Length of service shall be computed as provided in Section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

#### Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

#### Section 9

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10(a). Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

## Section 10

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 11(a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence.

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of the date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all lost and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select a third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint a third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expense of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

#### Section 11

When positions are abolished as a result of changes in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet with the Carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

#### Section 12

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the Carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

(Entire Article I - EMPLOYEE PROTECTION - from September 25, 1964 Agreement)

## ARTICLE II - SUBCONTRACTING

The work set forth in the Classification of Work Rules of the crafts party to this Agreement, and all other work historically performed and generally recognized as work of the crafts at the facility involved pursuant to such Classification of Work Rules, will not be contracted, except in accordance with the provisions of Sections 1 through 4 of this Article II.

### Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel, or equipment available on the property; or (5) such work cannot be performed by the Carrier except at a significantly greater cost. provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed, and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded, or rebuilt parts, but does not include the purchase of new equipment or component parts.

### Section 2 - Advance Notice Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees. it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefore, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the Carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

### Section 3 - Request for Information When No Advance Notice is Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such

information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

#### Section 4 - Machinery for Resolving Disputes

Any dispute over the application of this rule shall be handled as hereinafter provided.

### ARTICLE III - RESOLUTION OF DISPUTES

#### Section 1

Article VI (Resolution of Disputes) of the September 25, 1964 Agreement will no longer be applicable to disputes involving Article I and II of such Agreement which arises subsequent to the effective date of this Agreement.

Disputes arising under Article I, Employee Protection and Article II, will continue to be handled on the property as in the past, i.e., they need not be progressed in the "usual manner" but can be handled directly with the highest designated carrier officer. If such a dispute is not settled in direct negotiations, it shall be handled in accordance with the provisions of Section 3 of the Railway Labor Act, as amended.

#### Section 2

If there is a claim for wage loss on behalf of a named Claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

#### Section 3

If the Board finds the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this (Section 3) shall be divided equitably among the Claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

August 6, 1991

Mr. N. M. Muell  
General Chairman  
1AM  
101 East St. Charles Road  
Villa Park, IL 60181

Mr. D. R. Babcock  
General Chairman  
1AM  
101 East St. Charles Road  
Villa Park, IL 60181

Gentlemen:

Although the Soo Line Railroad has not authorized the National Railway Labor Conference to negotiate resolution of the Section 6 notice served on January 20, 1988, by the 1AM on the EP PA issue , it is hereby agreed that should the Soo Line enter into a contract *OR* arrangement whereby locomotive power is leased from the third party supplier and such third party is responsible for the repair and maintenance of locomotives, the terms and conditions of the agreements reach and/or imposed on the Carriers represented by the NRLC and the 1AM in the national contract negotiations will apply to the handling of this issue on the Soo Line.

Sincerely,

(signed)

C. S. Frankenberg  
Vice President Labor Relations  
Soo Line Railroad

I CONCUR:

{signed}

N. M. Muell, General Chairman, 1AM

(signed )

D. R. Babcock , General Chairman , 1AM

APPROVED :

(signed )

E. B. Kostakis  
President & Directing General chairman

Effective Date: {dated August 6, 1991}

August 6, 1991

Mr. N. M. Muell  
General Chairman  
IAM  
101 East St. Charles Road  
Villa Park, IL 60181

Mr. D. R. Babcock  
General Chairman  
IAM  
101 East St. Charles Road  
Villa Park, IL 60181

Gentlemen:

It is hereby agreed that operational changes to more efficiently utilize locomotives by coordinating maintenance of the Soo Line Railroad (Soo), Canadian Pacific Railroad (CP), and Delaware and Hudson Railway (D&H) locomotive fleets, other than as provided by existing collective bargaining agreements, applicable laws, regulations or practices, will be recognized as operational changes identified in Article I, Section 2 of the September 25, 1964 National Agreement.

Within 10 days from the date of notice of operational change, Either party may request a meeting for the purpose of reaching agreement with respect to application of terms and conditions of the September 25, 1964 National Agreement. The parties will meet within 20 days from the date of the request and continue negotiations for at least 30 days. If there is a failure to agree after the expiration of the 30 day period, the parties will agree to establish a Special Board of Adjustment, the parties will select a neutral referee.

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In the event they are unable to agree within the 5 days, the Mediation Board shall immediately appoint a referee. No later than 20 days after a referee had been designated a hearing on the dispute shall commence. The decision of the referee shall be final, binding and a (sic.) conclusive and shall be rendered within 30 days from the commencement of the hearing of the dispute.

Sincerely,

(signed)

C. S. Frankenberg  
Vice President Labor Relations  
Soo Line Railroad

I CONCUR:

(signed)

N. M. Muell, General Chairman, 1AM

(signed )

D. R. Babcock, General Chairman, 1AM

APPROVED :

(signed)

E. 8. Kostakis  
President & Directing General chairman

Effective Date: (dated August 6, 1991)

## APPENDIX E

### RATE PROGRESSION

Article XI of the December 11, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated and the following provisions are applicable.

#### Section 1 - Service First 60 Months

Machinists helpers and upgraded machinists entering service on or after January 2, 1988, shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (b) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (c) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (f) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal should not count toward completion of the sixty (60) month period.
- {g) During any portion of the sixty (60) month period of employment in which any employees serves as an upgraded machinists he shall be paid at the appropriate percentage of the applicable machinist rate.

NOTE: (1) Side Letter #2 from December 18, 1987 Agreement  
(2) Letter dated May 25, 1994

SIDE LETTER #2

December 18, 1987

Mr. John F. Peterpaul  
General Vice President  
International Association of  
Machinists and Aerospace Workers  
Machinists Building  
1300 Connecticut Avenue, N.W.  
Washington, O.C. 20036

Dear Mr. Peterpaul:

This confirms our understanding concerning Article III - Rate Progression. When an employee has completed a total of sixty (60) calendar months of employment in any shop craft position (or combination thereof) or acquires full journeyman's status, Article III will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of this Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the sixty (60) months period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in Article III are preserved. However, if such agreements provided for payment at a lower rate for less than the first sixty (60) calendar months of actual service, Article III will be applicable during any portion of that period in which such lower rate is not applicable.

Article XI of the December 11, 1981 National Agreement or local rules or practices pertaining to entry rates shall continue to apply to employees covered by such rules hired before the effective date of Article III of this Agreement.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,  
/s/ C. I. Hopkins, Jr.

I agree:

/s/ John F. Peterpaul

File: 0-0039-036

May 25, 1994

Mr. D. R. Babcock  
General Chairman, IAM&AW  
101 East St. Charles Road  
Villa Park, IL 60181

Dear Mr. Babcock:

Article III - Rate Progression - of the December 18 , 1987 National Mediation Agreement as amended by Memorandum of Agreement dated August 6, 1991 is further amended as follows:

An employee hired under the terms of the contract between the Soo Line Railroad and the International Association of Machinists who has service with the Soo Line Railroad in a craft represented by another Organization shall also have this service included in determining period of employment for the purposes of applying the Rate Progression provisions to Set-Up Machinists.

Yours truly,

/s/ C. S. Frankenberg

C. S. Frankenberg  
Vice President Labor Relations  
Soo Line Railroad

I CONCUR:

/s/ D. R. Babcock  
D.R. Babcock, General Chairman, IAM

APPENDIX F  
Rates of Pay

July 1, 2006

Machinist		\$21.06
Machinist Helper		\$18.73
Apprentice	1	\$14.889
	2	\$15.9525
	3	\$17.016
	4	\$18.0795
	5	\$19.143
	6	\$20.20650
Mechanic in Charge (base monthly rate)		\$4,272.00
Traveling Mechanic (monthly rate)		\$4,465.84

NOTE: Upgraded Machinist and Machinist Helpers are subject to the rate Progression as outlined in Appendix E.

APPENDIX G  
Memorandum of Agreement  
Between  
The Minneapolis, St. Paul & Sault Ste.  
Marie Railroad Company  
and  
System Federation No. 66  
Railway Employees Department  
A. F. or L.

In the interest of the safety and welfare of the employees, it is hereby understood and agreed that the Railroad Company may require all employees to take a visual and physical examination as shown below:

ARTICLE 1

When the representative of the employees or the foreman or other supervisor has reason to believe that an employee's physical condition at any time while in service is such that he is becoming unsafe and liable to cause injury to himself or fellow employees, he may be directed to take a complete physical examination.

ARTICLE 2

An employee who presents himself for duty following a severe illness, injury, furlough or leave of absence may be required to pass a physical examination before resuming duty under the procedure outlined in Article 1.

ARTICLE 3

It is also understood and agreed that any medical fee in connection with such examinations by Company doctors as are requested by the Company will be borne by the Railway Company.

ARTICLE 4

If an employee is not satisfied with the examination of the Railroad Company's doctor, he is privileged to have the case handled as follows:

- (a) The employee involved, or his representative, will select a physician to represent him, and he will act with Carrier's Chief Surgeon, in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.

- (b) The physician selected by the Company and the employee shall be graduates of a reputable Class A schools of regular medicine and of good standing in their communities.
- (c) If the two physicians selected in accordance with Paragraph (a) should disagree as to the physical condition of such employee, they will select a third physician to be agreed upon by them, who shall be a well-known consultant of recognized standing in the medical profession, and a specialist in the disease, or diseases, from which the employee is alleged to be suffering. The board of medical examiners thus selected will examine the employee and render a report within a reasonable time, not exceeding 15 days after selection, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which will be accepted as final. Should the decision be adverse to the employee and it later definitely appears that his physical condition has improved, a re-examination will be arranged after a reasonable interval, upon request of the employee.

When an employee is required to report to the Company doctor as covered by Article 1 of this agreement if it is found that his physical condition is such that he may return to work at once, he will be paid for any time lost due to taking the physical examination.

If an employee is disqualified for further service either temporarily or permanently by a Company physician account of his physical condition and he is not satisfied with the examination and desires to proceed as covered by Article 4, and should the Board of three doctors find that he is physically fit to return to work he will not be paid for any time lost between the date he was held out of service account of alleged disqualification and date of final report by the medical examiners unless he asked to have provisions of Article 4 applied within 10 days after he was notified that the Company's physician had disqualified him.

- (d) The Management and the employee involved will each defray the expenses of their respective appointees. The fee of the third member of the board will be borne equally by the involved employee and the Company. Fees for hospital expenses, laboratory , and x-ray examinations, etc., will be borne equally by the employee and the Railroad Company.

## ARTICLE 5

Where an employee has been disqualified for active service hereunder, he shall be granted a leave of absence.

This Agreement will become effective as of November 1, 1946, and will continue in effect thereafter subject to cancellation on thirty (30) days' written notice being served by either party signatory hereto upon the other.

APPENDIX H  
Benefit Plans

Employees covered by this Agreement are entitled to the benefits of:

Soo Line Health and Welfare Benefits Plan for Union Employees

Soo Line Early Retirement Medical Plan Benefits

Supplemental Sickness Benefit Plan

Dependent Care Assistance Plan

401K Plan

APPENDIX I  
Union Shop Agreement

THIS AGREEMENT made this twenty-eighth day of January, 1953, by and between the Minneapolis, St. Paul and Sault Ste. Marie Railroad Company and the employees thereof represented by the Railway Labor Organization signatory hereto, through the Employees' National Conference Committee; Seventeen Cooperating Railway Labor Organizations witnesseth:

IT IS AGREED

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carrier now and hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employee after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3

- (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more,

irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this agreement.
- (c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.
- (d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class or service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### Section 4

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than a failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

## Section 5

- (a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal deliver evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employees shall be given the Organization. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with a copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

- (b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within thirty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section S(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by a neutral person.

- (c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

- (d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.
- (e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.
- (f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.
- (g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

#### Section 6

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

#### Section 7

An employment whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed in a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no

provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation. misapplication or non-compliance with any part of this agreement.

#### Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which such carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

#### Section 9

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

#### Section 10

- (a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement, whichever occurs sooner.
- (b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the

terms and conditions under which such provisions shall be applied, such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

#### Section 11

This Agreement shall become effective March 1, 1953, and is in full and final settlement of notices served upon the carrier by the organization, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Minneapolis, St. Paul & Sault Ste. Marine Railroad Company, and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(SIGNATURES OMITTED)

Signed at Minneapolis, Minnesota, this twenty-eighth day of January, 1953.

## APPENDIX J

### Synthesis of the Dues Deduction Agreements

The following represents a synthesis of dues deduction agreements, executed separately, which amended the union shop agreement in accordance with the May 10, 1973 or June 29, 1975 National Agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

- I. The Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required and payable to the Organization as a condition of acquiring or retaining membership in the Organization.
- II. No costs will be charged against the Organization or the affected employee in connection with the dues deduction.
- III. No such deductions shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Such assignment shall be revocable, in writing, after the expiration of one year, or upon termination of this Agreement; whichever is sooner. An employee may revoke said assignment fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one year.
- IV. The designated representative of the Organization shall furnish the Company an initial statement, in alphabetical order, showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover at least thirty (30) days in advance of the first payroll deduction scheduled for any individual.
- V. Subsequent deduction amounts may not be changed more often than once every three (3) months. However, the designated representative of the Organization may furnish to the Company a supplemental monthly statement showing additions or deletions to the initial statement, in the manner and form required thereby.
- VI. Said deductions will be made only from wages earned in the first pay period of each month and the Carrier will, by the fifteenth day of the following month, remit to the Financial Secretary of each Local Lodge, as

certified by the General Chairman of the Organization, a check for the total amount of said deductions made during the previous month, together with an alphabetized list, in triplicate, showing the names, social security account number, payroll identification number and the amount of union dues deducted from the pay of each employee.

- VII. If earnings of an employee-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made.
- VIII. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:  
  
Federal, State, and Municipal taxes, premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities, other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.
- IX. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Employer in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.
- X. No part of this or any other Agreement between the Employer and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this Agreement,
- XI. The Brotherhood shall indemnify, defend, and save harmless the Employer from any and all claims, demands, liability, loss, or damage resulting from the Employer entering into this Agreement, or resulting from the Employer complying with, or acting in good faith in an attempt to comply with, the provisions of this Agreement.
- XII. This agreement does not modify or in any manner affect schedule rules or agreements except as specifically provided herein and shall become effective January 1, or July 1, 1974, or June 1, 1975 and continue in effect thereafter subject to change in accordance with the provisions of the Railway Labor Act, as amended.

(SIGNATURESOMITTED)

WAGE ASSIGNMENT

TO THE CARRIER:

I hereby assign to the \_\_\_\_\_

that part of my wages necessary to pay my monthly union dues, assessments and initiation fee (but not including fines and penalties) as reported to the Carrier by the certified representative of the Organization or other authorized representative of the Organization, in monthly deduction lists, certified by him as provided in the "Dues Check-Off Agreement", entered into by the Organization and the Carrier. I hereby authorize the Carrier to deduct from my wages all such sums and to pay them to the designated representative of my Organization in accordance with said Dues Check-Off Agreement.

I understand that this assignment is revocable, in writing, after the expiration of one year. I also understand that if for fifteen (15) days after the end of One year I do not revoke this assignment, it should be considered as re-executed and may not be revoked for an additional period of one year.

ORGANIZATION LOCAL UNION NO. \_\_\_\_\_ SIGNATURE \_\_\_\_\_

OCCUPATION \_\_\_\_\_ STREET \_\_\_\_\_

EMPLOYEE NO. \_\_\_\_\_ CITY \_\_\_\_\_

OPERATING DIVISION OR DEPARTMENT \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

DAT\_E \_\_\_\_\_

## APPENDIX K

### Synthesis of Addendum to Dues Deduction Agreement

The following represents a synthesis of the addendum to the dues deduction agreements, executed separately, which amended the union shop agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

The parties hereby amend the Dues Deduction Agreement of January 1, 1974, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1. (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees' voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "ATTACHMENT A" and made a part hereof.
- (b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions, the minimum amount to be \$1.00 per month. The first deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.
2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (ATTACHMENT "B") by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement (ATTACHMENT "C") showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.
3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck. Political contributions will follow dues deductions in priority.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the office of the Organization's Political League designated to receive same, together with a list prepared in accordance with the present practice which satisfies the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.
5. The requirements of this Agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions -  
Machinist Non-Partisan

TO: \_\_\_\_\_  
\_\_\_\_\_

Space for label showing name, address,  
System Board and local lodge number.

\_\_\_\_\_  
Department

\_\_\_\_\_  
Work Location

I hereby authorize and direct my employer, Soo Line Railroad Company, to deduct from my pay the sum of \$ \_\_\_\_\_ for each month in which compensation is due me, and to forward that amount to the Machinist Non-Partisan Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the organization's Political League are not conditions of membership in the Union or of employment with the Carrier, that the organization's Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and, thereafter, I may revoke this authorization at any time by giving the Carrier and the Organization 30 days advance written notice of my desire to do so.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 -

\_\_\_\_\_  
(Personal Signature)

\_\_\_\_\_  
Social Security Number

ATTACHMENT B

DEDUCTIONS LISTING COVERING THE MONTH OF \_\_\_\_\_, 20  
FOR VOLUNTARY POLITICAL CONTRIBUTIONS TO MACHINIST NON-PARTISAN  
POLITICAL LEAGUE.

EMPLOYEE NO.	NAME	OCCUPATION	AMOUNT
--------------	------	------------	--------

TOTAL AMOUNT- \_ \_ \_ \_ \_

I hereby certify the above-listed individuals are members of the IAM&AW and that the deductions, as above designated, have been authorized by duly executed "wage assignments" covering voluntary political contributions to the Machinist Non-Partisan Political League.

TOTAL NUMBER OF DEDUCTIONS LISTED:

\_\_\_\_\_  
Secretary-Treasurer

ORGANIZATION LODGE NO.:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City - State - Zip)

COMPANY: \_\_\_\_\_

DATE: \_ \_ \_ \_ \_

ATTACHMENT C

ADDITIONS OR DELETIONS

DEDUCTION LISTING COVERING THE MONTH OF \_\_\_\_\_, 20\_\_  
PURSUANT TO THE CHECK-OFF AGREEMENT BETWEEN THE IAM&AW AND THE  
COMPANY, EFFECTIVE WITH THE LAST PAY PERIOD  
OF \_\_\_\_\_, 20 -

THE FOLLOWING ADDITION OR DELETIONS ARE TO BE MADE FOR THE  
EMPLOYEES WHOSE NAMES ARE LISTED BELOW:

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORMS FOR THE  
EMPLOYEES TO BE ADDED TO THE INITIAL LISTING ARE ENCLOSED.

NAME	SOCIAL SECURITY NUMBER	LODGE	AMOUNT
------	------------------------	-------	--------

\_\_\_\_\_

ADDITIONS:

\_\_\_\_\_

DELETIONS:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_  
ORGANIZATION LODGE NO.:

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
OPERATION DIVISION OR DEPARTMENT:

\_\_\_\_\_  
(Street)

\_\_\_\_\_

\_\_\_\_\_  
(City - State - Zip)

DATE \_\_\_\_\_

WAGE ASSIGNMENT REVOCATION

TO THE COMPANY:

Effective \_\_\_\_\_, I hereby revoke the wage assignment now in effect assigning to the IAM&AW, that part of my wages necessary to pay voluntary political contributions to the Machinist Non-Partisan Political League now being withheld pursuant to the Dues Check-Off Agreement between the Organization and the Company and I hereby cancel the wage assignment now in effect authorizing the Company to deduct such monthly contributions from my wages.

SIGNATURE:

COMPANY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Street)

OPERATING DIVISION OR DEPT.  
\_\_\_\_\_

\_\_\_\_\_  
(City - State - Zip)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Social Security Number)

## APPENDIX L

### MECHANICS IN CHARGE

1. At any outlying point a Mechanic may be designated as Mechanic in Charge and compensated at a monthly rate to cover services performed.
2.
  - (a) At a point where service requirements necessitate the employee of Craftsmen, in addition to the Mechanic in Charge, Craftsmen will be employed. The Mechanic in Charge will be permitted to do any and all Craftsman work.
  - (b) At points where Craftsmen, in addition to the Mechanic in Charge, are employed, mechanics of all crafts will be assigned in proportion to the work load involved. The Mechanic in Charge and the Craftsmen will be permitted to do any and all Craftsmen work, as stipulated in Article IV of the September 25, 1964 Agreement, which reads as follows:  
  
"ARTICLE IV - OUTLYING POINTS  
  
At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute, the Carrier may proceed with or continue its designation."
  - (c) Except by mutual agreement, paragraph 2(b) does not affect those positions occupied by carmen as of (October 1, 1974). At points where carmen are presently performing locomotive work they will continue to do so unless mutually agreed otherwise.
3. Service requirements will govern assigned hours of Mechanic in Charge. All shifts of Craftsmen to consist of eight (8) hours consistent with Rules 3, 4, 5 and 6.
4. In filling positions of Mechanic in Charge, senior Mechanics at the point will be given preferred consideration, and the Mechanics of all crafts will be considered

5. (a) Mechanic in Charge will be paid the basis Craftsman's hourly rate, based on 200 hours per month plus 30 cents per hour at points where no other employees are supervised.
- (b) Mechanic in Charge will be paid the basic Craftsman's hourly rate, based on 200 hours per month plus 40 cents per hour where employees other than Craftsmen are supervised.
- (c) Mechanic in Charge will be paid the basic Craftsman's hourly rate, based on 200 hours per month plus 50 cents per hour where other Craftsmen are supervised.

NOTE: The 200 hours is based on the average number of working days per month (21.74) plus four (4) additional hours per week at time and one-half of straight time rate.

If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours. the salaries for these positions may be taken up for adjustment.

6. At points where bona fide Craftsmen are not available to meet service requirements, new positions or regular vacancies may be filled by qualified personnel upon reaching agreement between General Officers and General Chairman of craft in- involved (sic.).
7. An incumbent Supervisor working under the provisions of Article III - Assignment of Work - Use of Supervisors - of the Shop Craft Agreement of September 25, 1964, who assumed his present position prior to the date of this agreement, may be retained in his present position; however, his replacement shall be subject to the preceding paragraphs of this agreement.
8. (a) Employees accepting positions as Mechanic in Charge shall retain their seniority rights at the Shop, Roundhouse or Yard where they last held seniority rights if asserted within thirty (30) days after being relieved or relinquishing assignment as Mechanic in Charge.
- (b) Mechanics in Charge will be governed by established district seniority, separated as to Car and Locomotive Departments.
- (c) Insofar as Craftsmen are concerned, seniority will be confined to the point employed.
- (d) A Mechanic in Charge who voluntarily relinquishes a position or who fails to exercise seniority to an available position which does not require a change of residence will forfeit seniority in the classification.

- (e) Mechanics in Charge not working as such shall be subject to recall in accordance with Rule 24 and will forfeit seniority if they fail to respond to recall which does not require a change of residence.
  - (f) Mechanics in Charge who have established seniority as such, as of March 8, 2000, is not subject to the foregoing and will retain seniority in accordance with existing practices.
9. This Agreement will not preclude promotion to Mechanic in Charge of employees who come under the scope of Firemen and Oilers.
  10. Employees covered by this Agreement shall be subject to the provisions of the Union Shop Agreement effective February 16, 1953, and shall maintain membership in the Organization representing the craft in which seniority is retained.
  11. This Agreement will continue in effect until terminated. The Agreement will be terminated upon thirty-one (31) days written notice of request to do so by either party signatory hereto."

## APPENDIX M

### INTERPRETATIONS of Rule 41 - Bereavement Leave

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working on an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

- A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.
- Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother, or stepsister, stepparents or stepchildren?
- A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

## APPENDIX N

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in the 1981 National Agreement providing for personal leave:

### Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight (8) calendar years prior to January 1, 1982.

### Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during with (8) calendar years prior to January 1, 1982.

### Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight (8) calendar years prior to January 1, 1982.

APPENDIX 0

Side Letter No. 8

August 6, 1991

**Mr. N. M. Muell**  
General Chairman  
International Association of Machinists  
101 East St. Charles Road  
Villa Park, IL 60181

Mr. D. R. Babcock  
General Chairman  
International Association of Machinists  
101 East St. Charles Road  
Villa Park, IL 60181

Gentlemen:

Effective January 1, 1992, machinists who perform welding and/or inspection work for which they are entitled to a differential payment pursuant to Rule 7-MA of the March 1, 1985, Soo Schedule or Rule 57 of the former Milwaukee Schedule will be entitled to the higher differentials specified in Article VII provided they are accredited in accordance with the following:

- (1) Accreditation programs for welding and for inspection will be established by December 1, 1991. These programs will be established with the active participation and cooperation of the International Association of Machinists.
- (2) The accreditation programs may consist of, but are not limited to, appropriate written, oral, visual, laboratory, or work site testing components which have been determined to be valid indicators of proficiency.
- (3) It will be the responsibility of the machinists to make a written request to the Chief Mechanical Officer or Division Manager, whichever is applicable, of their desire to become accredited and of their intent to take the exam.

Side Letter No. 8  
Page 2  
August 6, 1991

- (4) The Carrier will provide an opportunity for machinists desiring to be accredited to take the exam not less than twice a year.
- (5) Employees assigned to these positions as of the effective date of this assignment, will be considered as accredited. However, the incumbents of these positions must attend all of the accreditation programs.

Sincerely,

/s/ C. S. Frankenberg

C. S. Frankenberg  
Vice President Labor Relations  
Soo Line Railroad

I CONCUR:

/s/ N. M. Muell

N. M. Muell, General Chairman, 1AM

/s/ D. R. Babcock

D. R. Babcock, General Chairman, 1AM

APPROVED :

/s/ E. B. Kostakis

E. B. Kostakis  
President & Directing General Chairman

Effective Date: August 6, 1991

APPENDIX P

OFF TRACK VEHICLE ACCIDENT BENEFITS

ARTICLE IV - October 1, 1971 Agreement, as amended

Where employees sustain personal injuries or death under conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

**(a) Covered Conditions:**

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) death resulting under orders or
- (2) being transported at carrier expense.

**(b) Payments to be Made**

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraph (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

**(1) Accidental Death or Dismemberment**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a);

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000

Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

**(2) Medical and Hospital Care**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

**(3) Time Loss**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

**(4) Aggregate Limit**

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) **Payment in Case of Accidental Death**

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) **Exclusions:**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) **Offset:**

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) **Subrogation:**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

### **Savings Clause**

This Article IV supersedes as of January 1, 1972 any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by December 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

APPENDIX Q

Federated Shop Crafts  
System Federation No. 66

St. Paul, Minnesota  
June 20, 1949

Mr. A. G. Greenseth, G.M.S.  
Mpls., St. Paul & Sault Ste. Marie Ry.  
Minneapolis 2, Minnesota.

Subject: Handling Jurisdiction Disputes, Federated  
Shop Crafts, Minneapolis, St. Paul &  
Sault Ste. Marie Ry.

Dear Sir:

We are referring to letter dated February 14, 1940 which was addressed to Mr. E. H. Buhlman, Personnel Officer, Soo Line Railroad, and was signed by the authorized representatives of all of the Shop Craft Organizations, except the Electricians Craft. In the letter of February 14, 1940, we state the following:

"Effective from this date, we, the undersigned, agree that no general chairman, or other officer, representative or member of any of the organizations signatory hereto, will individually request management to take work from one craft and give it to another craft.

We further agree that we will find a way to reach an agreement and settle any disputes that may arise between any two crafts signatory hereto, involving jurisdiction of work, and when such dispute has thus been settled, then request will be presented to management for conference to negotiate the acceptance by management of the settlement thus made.

We further agree to, and recognize that each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of any new processes, and that the introduction of a new process does not give any craft the right to claim the exclusive use of a process, or a tool in order to secure for itself work which it did not formerly perform.

In the event of any disagreement between two or more crafts as to proper application of the above rule, then the craft performing the work at the time of the change of the process or tool shall continue to do the work unit the organizations involved have settled the dispute and the System

Federation signatory hereto has presented such settlement to management, requested a conference and negotiated an agreement for acceptance of such settlement by management."

Notwithstanding the contents of the last paragraph quoted above, there has been some disagreement with regard to the handling of questions involving jurisdiction over the performance of work since our letters of February 14, 1940, addressed to management. As a result our International Organizations and our System Federation have given this matter further consideration.

Therefore, we desire to advise you that we are reaffirming the position taken in our letter of February 14, 1940, to the effect that no General Chairman or other officers, representative or member of any of the organizations signatory to that letter and to this letter will individually request management to take work from one craft and give it to another craft.

We have further taken action that any violation of this pledge by any individual herein referred to will be corrected by the representatives of the System Federation requesting management to immediately return the work to the craft from which the work was taken.

We further request that the management be urged to instruct all its officers and representatives to likewise refrain from transferring work when requested by any individual representative of a craft or to arbitrarily transfer work.

We have an agreement between the various Shop Craft Organizations dated February 15, 1940 which we agree is the only means by which jurisdictional disputes between two or more crafts shall be handled and, when agreement is reached, same will be presented to management for its consideration.

We desire to advise you that, while the electricians' craft was not a party to the letter dated February 14, 1940, that on April 24, 1945, the electricians' craft became a party to the agreement between the various organizations and to the method of handling these questions with Railroad Management, and they are now to be considered as a part of the original notice served as affecting them from, on and after said date.

We would appreciate it very greatly if you would comply with our request that the Local Railroad Officials be notified, and also that we be furnished a copy of the Notice that goes to them.

We remain,

Very truly yours,

R. A. HENNING, Chairman  
General Chairman, District No. 32  
International Association of Machinists

L. J. DEMPSEY  
General Chairman, District No. 34  
International Brotherhood of Boilermakers,  
Iron Ship Builders and Helpers of America

LOUIS G. LEE  
Acting General Chairman, District No. 2  
International Brotherhood of Blacksmiths,  
Drop Forgers and Helpers

JOHN H. EATON  
General Chairman, Sheet Metal Workers'  
International Association

D. CADDEN  
General Chairman, International  
Brotherhood of Electrical Workers

WALTER R. FEIGAL  
General Chairman, Joint Protective Board,  
Brotherhood Railway Carmen of America

THEO. POWELL  
General Chairman, System Council No. 1  
International Brotherhood of Firemen, Oilers,  
Helpers, Roundhouse and Railway Shop Laborers

Executive Board - Minneapolis, St. Paul & Sault Ste. Marie  
Railroad Company -- System Federation No. 66.

cc: E. H. Buhlman  
L. J. Dempsey  
Louis G. Lee  
John H. Eaton  
Dave Cadden  
Walter R. Feigal  
Theo. Powell

APPENDIX R

January 12, 1989

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
& AEROSPACE WORKERS  
AND THE  
SOO LINE RAILROAD COMPANY

It is agreed that in conjunction with Machinists Special Rules, the classification of Traveling Mechanic is hereby established for the purpose of performing necessary mechanical work on roadway equipment, on line of road, throughout the entire Soo Line System. This does not include routine daily servicing by the operators of such machines. This agreement does not apply to employees governed by provisions of existing agreements between the Company and other labor organizations. Where Traveling Mechanics are employed and represented by the International Association of Machinists & Aerospace Workers, they will be governed by the following:

HOURS OF SERVICE:

The normal work week of assigned Traveling Mechanics shall begin with the first day of assignment and shall consist of five (5) consecutive work days in each seven (7) day period. Starting time shall not be earlier than 5:00 a.m., nor later than 8:00 a.m., except in emergencies. Where two or more shifts are worked the starting time will be arranged to meet the needs of the operation.

Traveling Mechanics will be paid a monthly rate of \$3,040 per month.

Future general wage increases, including COLA, will be applied to the monthly rate.

The work week and hours of Traveling Mechanics may consist of four ten-hour work days or five eight-hour work days in each seven day period. Starting time shall not be earlier than 5:00 a.m., nor later than 8:00 a.m., unless otherwise agreed. Where two or more shifts are worked, the starting time will be arranged to meet the needs of the operation. In the event the hours of the crew are changed, the hours of the Traveling Mechanics may also be changed with a minimum of seventy-two hours notice, except in case of emergency.

NOTE 1: If four ten-hour days are worked, and a holiday falls within a work week, the holiday will be observed on either the first or last day of the work week. The employees will be compensated for eight hours holiday pay and the other two hours will be made up during the rest of the work week.

NOTE 2: An employee regularly assigned to four ten-hours days will be credited for vacation purposes with 1.25 days for each day on which service is performed on such position. Employees who take vacation when assigned to four ten-hour days will be charged with 1.25 days of vacation for each day of vacation taken.

NOTE 3: If four ten-hour days are worked, time worked after twelve hours per day and any time worked on rest day, holiday or vacation will be paid at the established overtime rate for such work on a minute basis.

EXCESSIVE TIME:

Time worked over ten (10) hours per day, and any time worked on rest days, holidays and vacations will be paid at the established overtime rate for such work on a minute basis.

The overtime rate is time and one-half the straight time rate. The straight time rate is determined by dividing the monthly rate by 215 and rounding off to the fourth digit.

If it is found that this agreement does not produce adequate compensation for certain of these positions by reason of the occupant thereof being required to work excessive hours, the compensation of these positions may be taken up for adjustment.

BULLETINING OF POSITIONS:

The Company has the right to establish Traveling Mechanic positions assigned to a territory, or district with an assigned headquarter point and/or Traveling Mechanic positions assigned to work with a gang or crew with an assigned headquarter point as dictated by the needs of the operation.

The Company will establish Traveling Mechanic positions with an assigned territory or district and an assigned headquarter point within that territory or positions to work with gangs or crews as bulletined and as necessary.

It is understood that the assignment of Traveling Mechanics in this manner is based on current needs of the operation and is not intended to restrict the Carrier's rights or amend the collective bargaining agreement in this regard.

Newly created positions and all vacancies known to be of thirty (30) days' duration, or more, will be bulletined for ten (10) calendar days in places accessible to Traveling Mechanics with a copy of bulletin to their last known address. Bulletins will show title of position, principal duties, rate of pay, rest days, probable duration and headquarters point if other than employees home point. It is understood, however, that changes in assigned hours and work week may occur to accommodate operational needs with prior notice provided the General Chairman.

Absence of Traveling Mechanics on vacation will not constitute a "vacancy".

Applications for positions bulletined must be made in writing to the Carrier officer issuing the bulletin and received within ten (10) days from the date of the bulletin.

Temporary vacancies of less than thirty (30) days' duration need not be bulletined. A senior qualified Traveling Mechanic may be given preference in filling temporary vacancies in preference to a furloughed Traveling Mechanic, seniority to govern.

Appointments shall be made by the Officer issuing the bulletin.

Copies of all bulletins and assignments will be furnished to Local Chairmen.

An employee returning after a leave of absence, vacation or sickness, may return to former position providing it has not been abolished or senior employee has not exercised displacement rights thereon, or may upon return or within five (5) calendar days thereafter, exercise seniority rights on any position bulletined during such absence. In the event employee's former position has been abolished or senior employee has exercised displacement rights thereof, the returning employee will be governed by Schedule rules and will have the privilege of exercising seniority rights over junior employees, if such rights are asserted within ten (10) calendar days after his return. Employees displaced by his return will be affected in the same manner.

CLASSIFICATION & SENIORITY:

Traveling Mechanics, when so employed, will carry seniority as such on a separate roster but all the while employed will continue to retain and accumulate seniority on seniority roster from which promoted.

In lieu of point seniority, the seniority of such employees extends over the entire Soo Line system. All employees holding seniority as Traveling Mechanics shall be shown on a single seniority roster.

A complete seniority roster of Traveling Mechanics, showing name, classification and seniority date, will be made available. A copy of the roster will be furnished the International Association of Machinists & Aerospace Workers. Seniority rosters will be prepared as of the effective date of this Agreement and each subsequent January 1, and will be open to protest for a period of sixty (60) days from the date of posting.

Seniority of Traveling Mechanics shall be the date assigned to a position to perform such work after journeyman Machinist status is acquired in accordance with either Rule 44 or Rule 49 of the collective bargaining agreement.

Traveling Mechanics who have established seniority as a machinist and who, as a result of abolishment of Traveling Mechanics' position, are unable to hold positions of Traveling Mechanic and thereby revert to the Machinist craft from which promoted, are in possession of displacement rights in accordance with their seniority at their home point.

Traveling Mechanics returning voluntarily to the Machinist craft, either as the result of giving up their Traveling Mechanics' position or as a result of position being abolished, and not exercising seniority to another Traveling Mechanics' position, will be permitted to take any open Machinist position and will forfeit seniority as a Traveling Mechanic. A Traveling Mechanic who voluntarily relinquishes a position or who fails to exercise seniority to an available position which does not require a change of residence will forfeit seniority in the classification.

### PROMOTIONS:

Assignments shall be made on the basis of skill and ability, these being equal, seniority will govern.

Traveling Mechanics, after such assignment, may be disqualified within a thirty (30) day period of time, and will be in full possession of their seniority rights if same is applicable.

### REDUCTION & RESTORATION OF FORCES:

In force reductions, Traveling Mechanics will be furloughed in reverse order of seniority. In restoration of forces furloughed Traveling Mechanics will be recalled in seniority order.

1. Five (5) workdays' notice will be given employees affected before the abolishment of a position or a reduction in force is made, except as provided in paragraphs 7 and 8.
2. Force reduction notices in triplicate will be furnished the employee affected which will provide a space for the furloughed employee to show his current address which will be filled out and returned to the Carrier Officer issuing the abolishment notice.
3. Employees laid off in reduction of force, changing their address, should file their name and correct address with the Personnel Department.
4. Employees failing to return to the seNice within ten (10) days after date of notice, unless an extension has been granted, will forfeit all seniority.
5. In the reduction and restoration of forces, the General Chairman will be furnished a list of employees to be affected.

6. The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping", will be permitted only when existing assignments are cancelled, in which case the employees affected may, within five (5) days, displace any employee their junior whose position they are qualified to fill.

7. Advance notice is not required before positions are temporarily abolished or forces temporarily reduced where a suspension of an individual Carrier's operation in whole or in part is due to a labor dispute between the Carrier and any of its employees.

8. Advance notice is not required before temporarily abolishing positions or making temporary force reduction under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or labor dispute other than as covered by paragraph 7, provided such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rates for his position.

EXPENSES:

Traveling Mechanics required by Carrier to perform service which necessitates the purchase of meals and lodging away from their headquarters will be reimbursed for actual reasonable expenses.

Traveling Mechanics who have established seniority as of September 24, 1997

1. who are required to be away from home and, therefore, incur expenses when at the assigned headquarters point, will be reimbursed for such actual reasonable expenses; and
2. who change their headquarters point and, therefore, move their place of residence, shall be afforded a one-time lump sum relocation allowance of \$5,000.00.

Traveling Mechanics will be furnished with free transportation. When transportation is not furnished, they will be reimbursed for the cost of public transportation, as directed by the Carrier, or at a rate established by the Company for all employees if they use their personal automobile. When travel is necessary outside of regularly assigned hours and is authorized by the Carrier, Mechanic will be compensated for actual time spent traveling at the straight time rate of pay.

When, in the judgment of the Carrier conditions will allow, employees regularly assigned to Traveling Mechanic's positions will be permitted to make weekend trips to their home station without loss of time, provided they will be back on their assignment ready to start their day's work at regular starting time. Free transportation will be provided but no personal expenses will be paid at home station.

This Memorandum of Agreement is effective (dated March 1, 1989, and becomes a part of the current Machinist's Schedule Agreement. The general rules of the Schedule Agreement are applicable to Traveling Mechanics, except as otherwise provided for in this Agreement.

For the

INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

/s/ D. R. Babcock

D. R. Babcock

General Chairman - IAM&AW

APPROVED:

/s/ E. B. Kostakis

E. B. Kostakis - President &

Directing General Chairman

Dated: February 22, 1989

For the

SOO LINE RAILROAD COMPANY

/s/ C. S. Frankenberg

C. S. Frankenberg

V. P. - Labor Relations

## APPENDIX S

### Gainsharing

1AM and CPR hereby commit to design and implement an incentive performance based compensation program, Gainsharing. The fundamental premise of this program is that productivity in the workplace is enhanced by employees who are informed and knowledgeable about the business and understand the impact they can have on productivity and the achievement of defined, measurable improvements or goals.

This is an opportunity for employees to share in CPR's success by achieving jointly developed business targets and goals. The following guidelines will frame the program:

- (1) 1AM representatives and CPR management will jointly develop annual gainsharing goals, with gains measured from agreed upon baselines or the attainment of specific targets which the parties establish at the beginning of each calendar year; if possible, the first program will be for the last six months of calendar year 2005.
- (2) Goals and targets are to be aligned with CPR's corporate and departmental business plans and objectives - both annual and 4 year plan - People, Safety, Service, Productivity, and Financial. Agreed upon goals and targets may be systemwide, location specific or a combination thereof.
- (3) Measurable savings generated by achieving the established goals or targets will be shared with employees on a 70/30 (CPR/employee) basis with annual payouts capped at 4% of each employees previous years compensation for service rendered.
- (4) Employees will be eligible for a payout for that year if they have performed sufficient service to earn a vacation the following year.
- (5) 1AM and CPR will jointly communicate to employees the agreed upon goals and targets at the beginning of each plan year. Employees will receive ongoing feedback as to results and will be informed and educated as to what they need to do to achieve identified goals or targets.
- (6) Gainsharing payouts will be made by the end of the first quarter of the following year.
- (7) A mechanism will be established whereby employees may suggest ideas for gainsharing goals and/or targets
- (8) Except for calendar year 2005, it is agreed that this performance based compensation arrangement may be terminated by either party upon

written notice to the other party no later than September 30<sup>th</sup>. Such termination will apply to the following calendar year and every year thereafter unless otherwise mutually agreed by the parties.